

# EXHIBIT A

**AGREEMENT  
BETWEEN  
EMBASSY OF INDIA WASHINGTON DC  
AND  
M/s COX & KINGS GLOBAL SERVICES PRIVATE LIMITED**

**on outsourcing of services related to issuance of Visa, OCI  
and PIO cards, Renunciation/Surrender of Indian nationality  
certificate at Embassy of India, Washington DC and its  
Consulates General in the United States of America**

**THIS AGREEMENT IS MADE ON THE 29th DAY OF APRIL 2014**

**BETWEEN**

**The President of India, represented by Ministry of External Affairs through the Embassy of India, Washington DC** with the address at 2107 Massachusetts AV, NW, Washington DC 20008 of the one part

**AND**

**M/s Cox & Kings Global Services Pvt. Ltd. (Company Registration No.U63040MH2011PTC215069), a company incorporated in India with its registered address at Turner Morrison Building, 1st Floor, 16, Bank Street, Fort, Mumbai, Maharashtra - 400001, India, of the other part.**

**WHEREAS**

1. Embassy of India, Washington DC represented by **Prasanna Shrivastava**, First Secretary & Head of Chancery at the Embassy of India, Washington DC [**hereinafter referred to as the Embassy/Consulates**] operate Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificate Support Services at Washington DC, New York, Atlanta, Chicago, Houston and San Francisco through the offices established by the existing Service Provider at the above places. These Services are now to be provided by M/s Cox & Kings Global Services Pvt. Ltd. [**hereafter referred to as 'the Service Provider'**].
2. The Embassy/Consulates requires a range of Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Support Services to be carried out by the Service Provider including client information dissemination, receiving of Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Services applications and other documentation including passports from persons intending to enter India/seeking Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Services, collection of the relevant Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Application Charges, issuing of receipts, data capture, digitization/indexation of documents and electronic transfer to the Embassy/Consulates to enable uploading of data to IVFRT platform in the case of visa applications and an efficient passport and application tracking and distribution system, biographic and biometric data capture, and passport and application tracking and distribution system. In other cases, meta-data file should be created with sub-files for enclosures. All the documents pertaining to Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates support Services applications should be indexed to enable an efficient search and retrieval system.

- (a) The Service Provider agrees to provide the Services required by the Embassy/Consulates at agreed service centres on certain terms and conditions and in accordance with procedures agreed to by the Parties.

(b) The Parties wish to formally record their agreement and understanding vide this Agreement.

**IT IS HEREBY AGREED AS FOLLOWS;**

**1. PROVISION OF SERVICES**

1.1 The Service Provider agrees to provide Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender & Renunciation of Indian Citizenship Certificates Services (**hereinafter referred as 'the Services'**) in respect of (i) Visa (ii) Overseas Citizenship of India Card (iii) Person of Indian Origin Card and (iv) Surrender & Renunciation of Indian Citizenship Certificates applications, supporting documentation and passports from persons in United States of America seeking to apply for the Services **[the applicants]** for the type of such Visas/OCI Cards/ PIO Cards/Surrender and Renunciation of Indian Citizenship Certificates Services as set out in **Schedule -1** at the designated exclusive Visas/OCI Cards/ PIO Cards/Surrender and Renunciation of Indian Citizenship Certificates Service centres **[the Service Centre]** at Washington DC, New York, Atlanta, Chicago, Houston, San Francisco and any other location in the United States of America, when notified.

1.2 The support Services to be provided by the Service Provider, the details and the mode and manner to be adopted for the same is as set out in **Schedule - 2** of this Agreement.

1.3 For every application sent to the Service Provider by the Applicants for processing, the Embassy/Consulates agrees that the Service Provider shall be entitled to charge from the Applicants a sum not exceeding

<b>a.</b>	<b>Basic Visa/OCI Card/PIO Card Services</b>	<b>US\$ 17.00</b> (USD seventeen only)
<b>b.</b>	<b>Basic + ten fingerprint biometrics</b>	<b>US\$ 17.50</b> (USD seventeen and cents fifty only)
<b>c.</b>	<b>Basic+ ten fingerprint biometrics + facial biometrics</b>	<b>US\$ 18.00</b> (USD Eighteen only)
<b>d.</b>	<b>Surrender/Renunciation of Indian Citizenship certificates service fee</b>	<b>US\$ 17.00</b> (USD seventeen only)

inclusive of all taxes per service for the Services rendered [**the Service Provider's Service Fee**] at the time the Applicants make the application for the Services. The Service Provider shall not receive any payments from the Embassy/Consulates for providing Services to the Applicants.

(a) The receipt to the Services applicants should clearly give all relevant details including the following details:

- i) Consular fee for Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Services
- ii) Consular Surcharge on each application (towards Indian Community Welfare Fund)
- iii) Service Provider's Service Fee (as per the Agreement)
- iv) Bank Commission/Agency charges (on actual basis)
- v) Other charges (postage/courier etc as requested by the applicant and as agreed between the Embassy/Consulates and the Service Provider)

**1.4** The Service Provider shall be responsible for ensuring that wherever an application is made the Service Provider will undertake the following Services for the Embassy/Consulates without any additional fee:

- i) **Distribute Consular Service Application Forms**- The Service Provider shall arrange to print the Embassy/Consulates' Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificate Services Application Forms at their own cost and in the format prescribed by the Embassy/Consulates, which may be changed by the Embassy/Consulates from time to time.
- ii) **Assistance to Applicants**- Assist the applicants in completing the forms, providing factual information on various available categories of Visas/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificate Services and processing the application. The Service Provider should ensure that the applicants are shown utmost courtesy and rendered proper assistance by the staff of the India Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Services Application Centre(**hereinafter referred as 'IVAC'**). The staff should not enter into any verbal duel or acts leading to unpleasantness with the applicants/visitors in the Centre. Any such act(s) should be dealt with seriously and appropriate remedial measures taken including removal of the erring member by the Service Provider, if the complaints are of serious nature.
- iii) **Acceptance of applications** - Accept Visas/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificate Services applications, including those received by post, together with the Applicant's passport, Visas/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificate Services Application Charges, the Service Provider's Fee and other necessary and supporting documents from Applicants and agents as informed and approved by the Embassy/Consulates. Provision for walk-in applicants to be provided at all the Centers.
- iv) **Acceptance of other documents** - Accept additional documents requested by the Embassy/Consulates from existing applicants. The Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Services Application Charges and the Service Provider's Fee will be accepted in all manners of payment generally used in United States of America except

personal cheques or company cheques. If an application for surrender / renunciation certificate service is filed in conjunction with the visa/ OCI / PIO application, no separate agency fee / service charges would be charged.

**v) Acceptance of Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Services Application Charges and Consular surcharge and transmission of same to the Embassy/Consulates** - Accept such Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Services Application Charges and Consular surcharge as per existing Rules and Regulations and pay the same to the Embassy/Consulates' designated bank account on the day of the receipt; the amounts received in the afternoon after banking hours may, however, be deposited in the Embassy/Consulates' designated bank account on the following working day. Any delay in depositing the amounts in to Embassy/Consulates' account would be penalized in accordance with provisions contained in para 3.2 of the Agreement.

**vi) Procedure for and reconciliation of Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Services Application Charges** - The Service Provider should accept such fees and pay the fees due to the Embassy i.e., fees excluding the Service Provider's Service Fee, in Embassy's bank account on the day of receipt. The Service Provider will also collect and account for the Indian Community Welfare Fund surcharge and for transferring the daily proceeds of this collection to the concerned Embassy / Consulate. Clear and transparent audit trails of the Services Application Charges collection and transmission shall be drawn up from the time the Applicants' applications are submitted, in a format prescribed by the Embassy/Consulates. The Service Provider shall reconcile the amounts remitted on a daily basis or at any other intervals decided by the Embassy/Consulates from time to time.

#### **vii) Bank Guarantees**

**a.** The Service Provider shall provide a Bank Guarantee amounting to US\$ 500,000/- (US dollars five hundred thousand only) in favour of Embassy of India, Washington DC for the Government of India's funds held by it temporarily and for the safety of documents. The amount of bank guarantee may be reviewed every year. In case Embassy/Consulates needs to draw upon the Bank Guarantee on account of default by Service Provider, subsequent Bank Guarantee would be increased to 800,000 (US \$ eight hundred thousand). A third default will result in termination of contract.

**b.** The Service Provider shall pay US\$ 7000/- (US Dollars seven thousand) per working day for the period falling short of six months notice in case the Service Provider terminates the contract without giving at least six months notice. The Service Provider shall provide a Bank Guarantee in lieu of the present clause for an amount of 1,260,000/- (US dollars million two hundred and sixty thousand only) (USD 7000 x 180 days).

**c.** The Service Provider shall provide a performance Bank Guarantee of US\$ 1,000,000 (US\$ one millions) for penalties due as explained in **para 11- Penalties** as provided in the Agreement

d. The three Bank guarantees mentioned above shall be submitted at the time of signing of contract.

**viii) Receipt to Applicant** -Provide a bar-coded receipt to each Applicant acknowledging receipt of the Services Application Charges, Service Provider's Fee and any other fees paid to the Service Providers and such receipt shall also state the category of Visa/nature of services applied for, the date of such payment and all other relevant details as prescribed by the Embassy. A copy of the bar coded receipt is to be enclosed with the application when the same is forwarded to the Embassy/Consulates.

**ix) Bank Commission/Agency charges** - Bank Commission/Agency charges should be collected by the Service Provider on actual basis depending on the mode of payment such as credit/debit cards, demand drafts, online payment etc. The Service Provider should not collect in excess of the actual charges and details of such charges should be displayed prominently in the Centres and website for the benefit of applicants.

**x) Digitisation and Indexation of data** - Digitize the captured biographic/biometric data and scanned images of visa applications with enclosures and applicant's photographs as per parameters prescribed by the Embassy/Consulates and transfer such data electronically and physically as required to enable the Embassy /Consulates to upload the same into IVFRT platform on each working day (*the timings and manner of which will be determined by the Embassy/Consulates and informed to the Service Provider*).In other cases, meta-data files with sub-files for enclosures should be created. All the documents pertaining to Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates services should also be digitized/indexed as per standards prescribed by the Embassy/Consulates to enable an efficient search and retrieval operation and submitted to the Embassy/Consulates on daily basis.

**xi) Enrollment of finger and facial biometrics** - Enroll ten finger and facial biometrics and transfer them to the Embassy/Consulates on each working day (the timing and manner of which will be determined by the Embassy/Consulates) and ensure safety of storage and transfer of such data. (Introduction of this service will be determined by the Embassy/Consulates. The Service Provider should be equipped with all necessary technical equipment to be able to provide this service as and when asked).

**xii) Ensure applications are complete** - On receipt of applications, scrutinize the various documents and forms to ensure they are properly completed and all requirements as per existing Rules and Regulations for Visa/OCI and PIO cards/Surrender or Renunciation of India Citizenship certificate are met, including mode of return of documents. In case any deficiency is found in the application, the Service Provider should make all possible efforts to get the same completed by the applicant by contacting him/her over phone or email at no extra charges within a time span of three weeks before returning an application for deficiencies. When the application is thus returned, the fee paid also shall be returned by deducting the Service Provider's fee. The Service Provider shall ensure that each consular service application form has clear audit information on it to allow easy identification of the

Services Application Charges paid, the type of visa/nature of services required and date of payment and shall maintain proper records of every application received, cross-referenced to individual fees taken on databases and systems, and in accordance with practices as prescribed by the Embassy / Consulates.

**xiii) Sending/Collection of Applications and Passports, OCI/PIO Cards and Surrender/Renunciation Certificates** - Processed Application documents along with passports are to be forwarded to the Embassy / Consulates securely in a timely manner, at least twice each working day and within 24 hours of receipt at the Service Centre by post. Those submitted in person by an applicant or through a third party agent, shall be deposited to the Embassy/Consulates the same day. The Service Provider shall collect from the Embassy / Consulates processed documents and passports on each working day (*the timings and manner of which will be determined by the Embassy / Consulates and handing / taking over of applications/documents and passports will take place at the premises of the Embassy / Consulates.*

**xiv)** Provide daily, monthly and/or any other reports on applications received, processed and dispatched to the Embassy/Consulates as prescribed from time to time.

**xv) Return of documents to Applicants** - Return passports, visas and other documents within 24 hours of receipt from the Embassy/Consulates to the Applicants in an orderly and trackable manner. Notify applicants to collect documents and passports in person if they have applied in person. Inform date, time and venue to applicants who are required to attend interviews at the Embassy/Consulates. Ensure that an efficient system is in place for the scheduling of appointments for Applicants requiring an interview with the officials of the Embassy / Consulates. The Service Provider should ensure that the passport and the documents are received and sent in a secured manner, if they are not deposited or collected in person, by registered post or by courier. The applicants should be advised to use trackable self-addressed return envelope.

**xvi) Dissemination of information** - Publish and distribute an official leaflet and also display on website information containing complete guidance explaining clearly how to apply for an India Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Services, the contents of which must be approved by the Embassy/Consulates. Issue news releases as and when required by the Embassy/Consulates at the Service Provider's own cost.

**xvii) Quality control and systems** - Have in place a reliable quality control system that maintains continuous surveillance on service standards, put in place a viable and effective security and vigilance system, operate an e-mail, tele-enquiry facility/call centre and electronic display in order that Applicants can track the progress of their applications, put in place an efficient tracking system on their website facilitating applicants to track the progress of their applications, put in place a system where telephone enquiries can be answered promptly and have in place an adequate contingency plan, prior to operation of this Agreement, to maintain an acceptable level of service if the operation of any/all IVACs are interrupted for any reason. Ensure all email and postal letters are replied within two working days of receipt. Two local emails and telephone numbers have to be prominently displayed on the Service Providers' website, which could be used for enquiries.

**xviii) The Service Provider should submit ISO-9001-2008 (or equivalent) certification for quality management and ISO-27001-2013 (or equivalent) certification for IT-related services at the time of signing of the agreement.**

**xix) Smooth transition of Services** - The Service Provider will ensure smooth transition of services from the previous Service Provider for all pending applications/under process applications to provide continuity of service to the applicants, with no additional charge. This would entail providing for trackable status for all pending applications, delivery of the processed applications/documents etc. Similar action would be ensured by the Service Provider when he hands over charge to the next Service Provider.

**xx) Reporting of Fraud** - The Service Provider will immediately notify and report in writing to Embassy of India, Washington DC and concerned Consulate, any case of fraud, crime, theft, cheating, burglary, dacoity, larceny or misappropriation or fraud of all or any property, tangible or intangible, physical or electronic etc. and all the details thereof along with action taken in the matter with the steps taken/being taken in the direction to prevent such happening in future. The Service Provider should be responsible for any financial or legal implications in such an eventuality. The Service Provider shall maintain systemic and organisational oversight over its staff to ensure that they do not indulge in fraud or mis-representation with consular applicants including indulging in communication from private email accounts and telephone numbers, promising delivery of services, over-collection and under-reporting of fees, giving false receipts and under-depositing of fee collected into the account of the Embassy/Consulates. The Service Provider will be held accountable for all such lapses of its staff. For each such lapse or violation, the Embassy/Consulates will levy appropriate penalty as determined by the Consular Officer depending on seriousness of the event

**xxi) Facilities** - In addition to provision of adequate space and manpower at all the Centres, which will be established with prior approval of the Embassy/Consulates within 3 mile radius of the Embassy/Consulates, the Service Provider shall be required to have the following facilities and staff 7 days before the start of actual service at the IVACs at Washington DC, New York, Chicago, San Francisco, Houston and Atlanta along with other facilities referred to in their proposal:

**(a)** Effective systems and processes to recruit and train staff who can explain clearly and accurately the Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Services application process and the details of documents which must be submitted with the application.

**(b)** An IT system which will allow the entire Service Provider's consular service network access to a centrally based appointment system, an email system that can handle consular loads as expected and can withstand peak season traffic. IT experts shall be available at the service centres for taking care of any technical requirements including special reports which the Embassy/Consulates may require from time to time. The IT experts shall also provide direct access to Consular Officers to the data system of the Service Provider so as to verify the status of any applications, monitor complaints and their redressal by the Service Provider etc.

(c) The ability to digitise operations related to data capture and scanning of visa applications with enclosures and photographs and electronically transfer such data to enable Embassy/Consulates to upload the same into IVFRT platform. In other cases, meta-data files with sub-files for enclosures should be created. All the documents pertaining to Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Services applications should be scanned, digitised, indexed and stored in a secured format in consultation with the Embassy/Consulates to enable an efficient search and retrieval operation.

(d) The ability to computerise operations related to the accounting of fee collection.

(e) The ability to computerise operations related to the tracking of Passport/Application movement from receipt to delivery.

(f) A security system for the control of Applicants and safe custody of documentation collected/biographic and biometric data, including information held on IT systems.

(g) An effective quality control system.

(h) Records and statistics in the format required by the Embassy/Consulates.

(i) The Service Provider should have ISO 9001-2008 (or equivalent) certification for quality management and ISO 27001-2013 (or equivalent) certification for IT related services.

j) The Service Provider will provide

(a) photocopying @ \$1/- per page

(b) photographs @ \$11.99 for 2 photographs and 30 cents for each additional copy.

(c) courier service @ \$ 15 per packet or actual basis whichever is less (supported by receipt from the Courier company)

(d) printing services @ 10 cents per page

services to applicants who voluntarily seek them. These services will not be forced on the customers and they will also not be charged any additional fee over and above mentioned above. These rates and conditions should be prominently displayed at all the Centers and on the Service Provider's website. No other value added services are permissible. The Service Provider should provide Value Added Services at prices not exceeding the prices indicated above.

(k) The Centres shall have sufficient space in terms of waiting area, application counters and processing area. Provision of seating arrangements, drinking water, newspapers /magazines for light reading, TV, washrooms etc. for the public is to be ensured to the satisfaction of the Embassy / Consulates General. The effort should be

towards minimizing waiting time. Each Centre will have appropriate facilities and conveniences for the applicants. The Centres shall be open from 9 am to 6 pm on all days, excluding weekends and public holidays in the US, unless otherwise specified by the Embassy/Consulates General. Provision to be made for computer terminals at the Service Provider's premises with internet connectivity and staff to assist any applicant requiring assistance in filling application online, without any additional charge.

(I) The Service Provider should assist applicants in completion of forms and provide factual information on the various categories of services available, including the application process for Indian visa, Overseas Citizen of India (OCI) & Person of Indian Origin (PIO) cards, surrender and renunciation of Indian citizenship certificates etc.

(m) A service call centre that can handle voice requests in a professional manner as per consular load, including in peak season.

(n) Ability to deploy increased manpower and open more counters to meet higher demands from time to time.

xxii) The Service Provider will establish and operate a **website** in coordination with the Embassy /Consulates, which will contain all information relevant and useful to Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Services applicants, including real time tracking of applications. Such tracking should also be accessible to the Embassy/Consulates. All information posted on the website will be agreed in advance with the Embassy /Consulates. Any amendment to the website would be done only with the prior approval of the Embassy/Consulates. The website should have provision for feedback/complaints from the public, which should also be accessible to the public without any restriction.

**xxiii) Dealing with applicants and visitors** - The Service Provider should ensure that the staff of the Centre deal with the applicants with utmost courtesy and should not create any unpleasantness during the discharge of their duties by way of arguments with the applicants and making discourteous remarks. If such an event is brought to the notice, the Service Provider should immediately replace the staff or remove the erring staff from service if the complaint is of serious nature. The Service Provider should also ensure that the staff is free from corrupt practices and any report in this matter should be dealt with seriously including termination of service of the person(s) concerned. Repeated complaints of corruption and negligence would lead to termination of contract.

xxiv) The Service Provider should provide adequate public conveniences for variety of expected applicants viz senior citizens, physically challenged etc. There should be adequate parking space outside the centers.

xxv) The Service Provider should also place suggestion/complaint box in each of the Centre and send a weekly report of the contents of the suggestions/complaints and action taken thereon. All complaints/feedback received on Service Provider's website would be brought to notice of Embassy/Consulates along with action taken on weekly basis. The complaint box should be opened in the presence of Embassy/Consulates representative.

**xxvi)** In case of OCI applications, on their receipt, the Service Provider will perform registration and detailed entry on NIC system, scan images of the applicant's photo and signature / thumb impression and deliver digital images to the Embassy / Consulate through USB or other stipulated means. Application documents along with passports are to be forwarded to the Embassy of India, Washington DC and the concerned Consulates General securely and in a timely manner, at least twice each working day. The timings and manner will be determined by the Embassy of India, Washington DC and the concerned Consulates General. After the printed OCI card has been received by the Embassy / Consulates from India, the agency will send an email to the applicant asking him / her to send the original passport. On receipt thereof, the Service Provider will arrange to deliver the passport to the Embassy /Consulates.

**xxvii)** The Service Provider should have in place an adequate contingency plan, prior to operation of the agreement, to maintain an acceptable level of service if the operation of any/all Application Centres is interrupted for any reason.

**xxviii)** The service provider will ensure that turnaround time for applicants will not exceed 30 minutes. Machine generated tickets should be given to the applicants which will indicate date and time of entry and of exit from the collection centre.

**xxix)** The Service Provider will ensure free access of authorized officials from the Embassy / Consulates General to its premises and documents.

**1.5** The Service Provider shall carry out any other relevant activities as instructed by the Embassy/Consulates and provide the requisite facilities.

#### **Character and antecedents**

**1.6** The Service Provider should be free from any allegations or activities connected with human trafficking, hawala transactions, cheating, bankruptcy and anti-Indian activities or acts inimical to the interests of India. Any information which comes into light after the signing of contract would lead to termination of the same immediately and the expenses in this regard would be borne by the Service Provider. The Service Provider shall provided character and antecedents details of the person employed in its Centres.

#### **Eligibility and prerequisites**

**1.7** Eligibility of the bidding companies has been explained in the RFP. Any misrepresentation of facts which come to light later would lead to termination of the contract. Accordingly, sister companies and subsidiaries of the bidding company should not bid separately for visa Services. If this is found after the signing of the contract, the same is liable for termination and the costs of termination should be borne by the Service Provider.

### **2. INDEMNITY FOR LOSS**

**2.1** The Service Provider will be fully responsible for the performance of the Services and for all documentation and Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship

Certificates Services Application Charges received, the safe keeping of such documentation including biographic and biometric data and the amounts from the point of collection until it is delivered to the appropriate Visa/Consular services office or deposited in the Embassy/Consulates' designated bank account in accordance with Schedule- 2 and while it is in transit back to the Applicant or their authorized representative/agent.

**2.2** The Embassy/Consulates shall not entertain any claim for expenses or liability for loss of passports or documents or any other claim directly or indirectly attributed to or caused by such loss provided that such loss occurs while the said documents are in the care and custody of the Service Provider. The Service Provider shall indemnify the Embassy/Consulates to the full extent including any legal costs incurred in the event of any claim made by any Applicant for loss caused due to any reasons, including any suit for damage arising due to loss of confidentiality or personal details including biographic and biometric data of the applicant and it shall be the Service Provider's responsibility to compensate the Applicants if such losses occur.

**2.3** The Service Provider indemnifies the Embassy/Consulates from and against any liability incurred by the Embassy/Consulates and loss or damage to the property of the Embassy/Consulates arising from any unlawful, negligent or willful act or omission by the Service Provider, its officers, employees, agents or subcontractors in connection with and in the performance of this Agreement.

### **3. FEES**

**3.1** The Service Provider shall accept the Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Services Application Charges from Applicants and pay the said amounts into the Embassy/Consulates' designated bank account on the day of receipt.

**3.2 Delayed Payment and Special Circumstances for Punitive Bank Guarantee :** The payment of fee received in cash on behalf of Embassy / Consulates is to be made on the same day or the next working/banking day in case of delayed receipts in the account of the Embassy / Consulates, failure of which will entail a penalty of 0.5 percent per working/banking day. Other forms of payment received by the Service Provider towards Visa / OCI and PIO cards / Surrender or Renunciation of Indian Citizenship certificates Service Applications should also be transferred to the Embassy / Consulates' account on the same day or the next working day, failure of which will entail a penalty of 0.5 percent per working/banking day. Non-payment of cash fee/other mode of payments received, in full or in part, in Embassy / Consulates' account continuously for three working/banking days will be taken as intentional serious lapse and the Embassy / Consulates will have the right to terminate the contract immediately, forfeit the existing bank guarantee and take possession of all properties of Embassy / Consulates, if any. The process of smooth takeover of the services will begin from the moment the services are terminated under this clause under the overall supervision of an officer appointed by Embassy / Consulates for this purpose and the process has to be completed in all respects as early as possible, in not later than three months period of time. Once the services are terminated under this clause, it cannot be renewed except by furnishing the punitive bank guarantee by the Service Provider. However, Service Provider will have no right to renewal under this

clause and it will be prerogative and discretion of Embassy / Consulates to renew it by accepting PUNITIVE BANK GUARANTEE. There will be no renewal of services/contract if such an incident of three days continuous violation of non-payment of fee received, takes place second time.

**3.3 Punitive Bank Guarantee:** The amount of Punitive Bank Guarantee will be three times of the normal bank guarantee which shall be provided by Service Provider.

**3.4** The Embassy/Consulates will not pay for the Services rendered by the Service Provider. The Service Provider will charge fee, per Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service application, denominated in US Dollars as under:

<b>a.</b>	<b>Basic Visa/OCI Card/PIO Card Services</b>	<b>US\$ 17.00</b> (USD seventeen only)
<b>b.</b>	<b>Basic + ten fingerprint biometrics</b>	<b>US\$ 17.50</b> (USD seventeen and cents fifty only)
<b>c.</b>	<b>Basic+ ten fingerprint biometrics + facial biometrics</b>	<b>US\$ 18.00</b> (USD Eighteen only)
<b>d.</b>	<b>Surrender/Renunciation of Indian Citizenship certificates service fee</b>	<b>US\$ 17.00</b> (USD seventeen only)

The fee per Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service application is inclusive of any local taxes and VAT currently applicable in the United States of America. This fee will remain fixed during the period of contract and can be revised upwards during this period, rounded off to the next higher denomination, only if there is a raise in the rate of local taxes or/and VAT by more than 25%. However, the Service Provider's Fee would not be changed on grounds such as inflation, rate of exchange, drop in number of Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service applications etc.

#### **4. CONTRACT MATERIAL**

**4.1** All material necessary for the processing of the Service applications shall be stipulated by the Embassy/Consulates to the Service Provider who shall prepare the same at its own cost, which shall include but is not limited to application forms specimen, the Indian Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service web-page on the Service Provider's website and Information flyers.

**4.2** The said material shall remain the property of the Embassy/Consulates and must be returned to the Embassy/Consulates on expiration or earlier termination of this Agreement.

**4.3** The Embassy/Consulates grants the Service Provider a license to use, reproduce and adopt name of the Embassy/Consulates only for the purposes of this Agreement and in accordance with any conditions or restrictions notified by the Embassy/Consulates in writing from time to time.

**4.4** Ownership of all material created in performance of the Services under or otherwise in accordance with this Agreement vests in the name of the Embassy/Consulates on its creation.

**4.5** The Service Provider will ensure that the material is used, copied, supplied or reproduced only for the purposes of this Agreement.

## **5. ACCESS TO PREMISES**

**5.1** The Service Provider will allow officials of the Embassy/Consulates and any other persons authorised by the Embassy/Consulates to access Centre premises at all reasonable times and to inspect and copy all relevant documentation and records stored in the Service Provider's possession or control for the purposes associated with this Agreement or any review of performances under this Agreement.

**5.2** The rights referred to in Sub-clause 5.1 are subject to:

- a. the provision of reasonable prior notice to the Service Provider. However, authorized officials of the Embassy/Consulates would have unrestricted access to the applicant's area of the Centre to inspect the operations.
- b. compliance with the Service Provider's reasonable security procedures
- c. the Service Provider will ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this Clause 5.
- d. Sub-clauses 5.1 and 5.2 apply for the term of this Agreement and for a period of five years from the date of expiration or termination of the Agreement in respect of data handled by the Service Provider.

## **6. INSURANCE**

**6.1** The Service Provider will effect and maintain insurance equivalent to the total annual revenue to cover all the Service Provider's obligations under this Agreement, including those obligations, which survive the expiration or termination of this Agreement.

**6.2** The Service Provider will provide proof of current insurance acceptable to the Embassy/Consulates and shall provide to the Embassy/Consulates a certified true copy of the policy of insurance within one week from the date of the issuance of the policy which should be before the start of operations. Failure to do so would attract a penalty of USD 1000 per day starting from the date of operations till the insurance proof is provided.

## **7. PROTECTION OF PERSONAL INFORMATION**

**7.1** The Service Provider will deal with and handle all personal information including biographic and biometric data as per the provisions of the Privacy Laws applicable both in India and in the United States of America applied to it. In particular, the Service Provider undertakes to:

- a)** use, handle and deal with all personal information only for the purposes for which it is collected or otherwise comes into the Service Provider's possession under this Agreement; and
- b)** protect all personal information including biographic and biometric data in its possession and will not disclose it without the consent in writing of the Embassy/Consulates or unless required by law with the consent of the Embassy/Consulates.
- c)** In the event of failure to comply with the obligations under a) and b)above, the Bank Guarantees would be forfeited and the Agreement will stand terminated with immediate effect.

## **8. MISREPRESENTATION**

**8.1** The Service Provider will not represent itself and will ensure that its officers, employees, agents and subcontractors do not represent themselves, as being an officer, employees and agency or organization of the Embassy/Consulates.

**8.2** The Service Provider will not by virtue of this Agreement be or for any purpose be deemed to be an officer, employee and partner of the Government of India or as having any power or authority to bind or represent the Government of India.

**8.3** All advertising signage and public information relating to the Services provided by the Service Provider for the Embassy/Consulates requires the prior approval of the Embassy/Consulates.

## **9. ASSIGNMENT AND NOVATION**

**9.1** The Service Provider will not assign in whole or in part its rights under this Agreement without the prior written approval of the Embassy.

**9.2** The Service Provider will not assign in whole or in part its obligations under the Agreement.

**9.3** The Service Provider will not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Agreement without first consulting the Embassy who would seek the approval of Ministry of External Affairs.

## **10. DISPUTE SETTLEMENT**

Any dispute or difference regarding the interpretation of the provisions of this Agreement shall be resolved amicably between the parties. If the dispute is not resolved through mutual consultations the parties agree to submit that dispute to arbitration under the ICADR Arbitration Rules, 1996. The number of Arbitrators shall be determined in consultation with ICADR. The authority to appoint Arbitrator (s) shall be the International Center for Alternative Dispute Resolution (ICADR), which will provide the administrative services in accordance with the ICADR Arbitration Rules, 1996. The place of Arbitration shall be New Delhi and the language shall be English.

## **11. PENALTIES**

**11.1 Performance Guarantee:** The Service Provider will ensure that all the Centres are established by the time frame indicated in **Schedule-2** and other required infrastructure and systems such as the website, the call centre(s) are in place within the agreed time-frame to the satisfaction of the Embassy/Consulates. The Service Provider agrees to pay US\$ 7000/- (US dollars seven thousand only) per day per Centre to the Embassy/Consulates in case of delay in establishing the Centres and start of services. This provision can be waived for a period to be mutually agreed upon by both the parties, only if a Force Majeure event or natural calamity occurs or in exceptional circumstances that are acceptable to the Embassy of India, in the concerned areas affecting preparation. For the purpose of this clause, Force Majeure means any event caused beyond the reasonable control of parties, such as but not limited to, acts of God, Civil or military authority, acts of the public enemy, threat of war, declared war, undeclared war, war riots, actual or threatened terrorist activity, acts of terrorism, terrorism, hostilities, civil disturbances, insurrections, industrial dispute, strikes, accidents, explosions, implosions, fires, earthquakes, volcanic ashes, floods, transportation embargoes, epidemics, diseases, or any other legitimate cause beyond the reasonable control of the parties.

**11.2 Incomplete Documents:** Acceptance of incomplete documents from the applicants and its submission to the Embassy/Consulates, including incomplete/corrupted digital submission of data leading to delay in processing the application: The service provider would be required to pay penalty equal to cost of Service Fee multiplied by number of days of delay. In every case where ineligible applications are accepted and fee claimed by the Service Provider, a penalty of US\$ 100 would be imposed.

**11.3 Delay in sending the completed application form along with documents to the Embassy/Consulates:** The service provider would be required to pay penalty equal to cost of Service Fee multiplied by number of days of delay.

**11.4 Delay in returning passport/documents to the applicants by Service Provider after service by Embassy/Consulates - Loss of Passports or other consular documents:** The service provider would be required to return the documents to the applicants within 24 hours of receipt from the Embassy/Consulates, failing which Service Provider pay penalty equal to cost of Service Fee multiplied by

number of days of delay. For every case of misplaced/lost/untraceable passport (whether current or expired), or OCI Registration Card or PIO Card in the custody of the Service Provider, the Service provider must provide a loss certificate signed by an authorised signatory and pay a fine of US\$ 1000. The loss certificate must be provided within three working days of detection of loss.

**11.5 Failure to submit Performance Reports:** The Service Provider would be required to pay USD 100/- penalty per day per report for failure to submit prescribed Performance Reports within the prescribed time.

**11.6** When cases of fraud (financial or otherwise) are documented, the Service Provider would pay a penalty of USD 1000/- per incident, in addition to any other action decided by the Embassy/Consulates.

**11.7 Incorrect/misleading tracking status:** The service provider would be required to pay penalty equal to cost of Service Fee multiplied by number of days of such incorrect/misleading tracking status.

**11.8** The penalty amounts will be collected immediately from the Service Provider or from the Performance Bank Guarantee after Embassy/Consulates' decision is conveyed.

**11.9** In case of failure to deposit the penalty within the prescribed time limit, it would be doubled and the increased penalty would have to be deposited within 5 days. Such doubling of penalty would be done for not more than 3 times for each occasion. Failure to deposit the penalties after the third doubling would lead to termination of contract.

**11.10** The decision regarding the period of delay would be at the discretion of Embassy/Consulates.

## **12. SERVICE STANDARD**

**i)** The Service Provider shall maintain high level of service standard with regard to the facilities and amenities at the Application Centre. It should ensure efficient processing of cases so that waiting time is minimal and customer satisfaction is high.

**ii)** There will be a provision for review of the terms of the contract one year after commencement of full operations in terms of service standards and thereafter at the end of every subsequent year.

**iii)** The Service Provider should ensure that the staff of the Application Centres is courteous and helpful and does not indulge in unpleasant arguments or use of foul language. Strict discipline, punctuality and decorum of office should be ensured at the Application Centre.

### **13. TERMINATION**

- a.** Embassy/Consulates may at any time terminate this Agreement by giving at least two months' notice to the Service Provider. Termination will have effect as per period specified from the date of notification unless there is a statement to the contrary in the notice of termination.
- b.** In the event of reduction/complete stoppage of Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service application traffic for any reason whatsoever, the Government of India/Embassy/Consulates will not have any liability to compensate the Service Provider.
- c.** In the unlikely event of break-up of diplomatic relations between the Government of India and the Government of the United States of America, the Government of India/Embassy/Consulates will terminate this Agreement at one week's notice without any liability to the Government of India / Embassy/Consulates.
- d.** Notwithstanding the above, the Service Provider will have the option to terminate the Agreement with an advance notice of six months to the Embassy/Consulates. Embassy reserves the right to impose a financial penalty as prescribed under **para 1.4(vii)(b)**, in case the latter terminates the contract without providing six months termination notice. In such circumstances, the process of smooth takeover of services will deem to begin from the date of receipt of the notice or from the date as stated in the notice, whichever is later and the process of termination/smooth takeover will be completed in a reasonable period of time and, in any case, not more than six months.
- e.** The Government of India reserves the right to terminate this Agreement at any point of time on security considerations.

### **14. VARIATION**

No variation of this Agreement is binding unless it is agreed upon in writing between the Parties.

### **15. WHOLE AGREEMENT**

This Agreement constitutes the whole agreement between the Parties in relation to its subject matter. **Schedule 1** and **Schedule 2** annexed hereto as well as **the RFP** and **the proposal** of the Service Provider shall be taken, read and construed as an essential part of this Agreement. In case of any divergence between this Deed and the proposal of the Service Provider, the clause(s) providing additionally of the responsibility of the Service Provider and the facilities shall prevail.

### **16. TERM OF AGREEMENT**

16.1 This Agreement, valid for **four years**, commences on **May 21, 2014** and will expire on **May 20, 2018** unless terminated before that date in accordance with its terms.

16.2 The contract will be reviewed at the end of every year, to evaluate corrective measures for fall in quality of service during the year of service. If the service provided by the service provider became unsatisfactory or adequate measures have not been taken, the agreement will be terminated as mentioned in **para 13**. The Embassy/Consulates shall have the option to extend the operation of this Agreement with the approval of Ministry for a period to be mutually agreed upon on such terms and conditions as are agreed to by the Parties by giving the Service Provider notice of eight weeks prior to the date on which it is due to expire.

In witness whereof the parties to this agreement have set their hands and seal in this agreement on this 29th day of April 2014.

<p>SIGNED SEALED AND DELIVERED For and on behalf of the Embassy of India and all Consulates General of India, in the United States of America by</p> <p><i>Prasanna Shrivastava</i></p> <p>Prasanna Shrivastava First Secretary (HOC), Embassy of India, Washington DC</p>  <p>In the presence of: <i>Shiv Ratan</i> <i>Conseiller (CA)</i></p>	<p>SIGNED SEALED AND DELIVERED For and on behalf of M/s Cox &amp; Kings Global Services Pvt. Ltd.</p> <p><i>Sanjay Bhaduri</i></p> <p>Sanjay Bhaduri, Chief Executive Officer, M/s Cox &amp; Global Services Pvt. Ltd.</p> <p>COX &amp; KINGS GLOBAL SERVICES PVT LTD MUMBAI</p> <p>In the presence of: <i>Kamaljeet Singh</i></p> <p>KAMALJEET SINGH HEAD OF OPERATIONS CKGS.</p>
--	--

## **SCHEDULE 1**

List of visas and other consular Services for which the Service Provider will provide Services to the Embassy/Consulates:

1. All Types of Visa
2. Overseas Citizens of India (OCI) Card and Person of Indian Origin (PIO) Card
3. Surrender and Renunciation of Indian Citizenship Certificate Service
4. Any other services related to Visa/ Overseas Citizens of India (OCI) Card & Person of Indian Origin (PIO) Card/ Surrender and Renunciation of Indian Citizenship Certificate Service that Embassy/Consulate may prescribe.

---

## SCHEDULE 2

### 1 The Visa/Passport/Consular Service Centre Office Locations

- 1.1 The Service provider will maintain offices in the following locations:
  - i) Washington DC
  - ii) New York
  - iii) Atlanta
  - iv) Chicago
  - v) Houston
  - vi) San Francisco
  - vii) Any other location in the United States of America, when notified

The Service Provider will ensure that the Service Centres are situated in premises easily accessible to members of public and nearer to the Embassy / Consulates. The Service Centres shall have minimum space (3500 sq ft in Washington DC, 5000 sq ft in New York, 3500 sq ft in Chicago, 5000 sq ft in San Francisco, 4500-5000 sq ft in Houston, 3500 sq ft in Atlanta) in terms of waiting area (seating arrangements, proper lighting, drinking water, washroom/restroom etc.), application counters and processing area. Each Service Centre shall also have minimum staff strength (16 in Washington DC, 30 in New York, 22 in Chicago, 25-30 in San Francisco, 25-30 in Houston and 16 in Atlanta). In addition to the above, each Centre will have appropriate facilities and conveniences for the Applicants including computer terminal with internet connectivity in case anyone would like to use it and also extend help in filling online application if an applicant needs assistance, while endeavoring to minimize waiting time. These offices will be maintained by the Service Provider unless an alternative agreement is reached between the parties. These offices will be opened to the public positively on May 21, 2014

- 1.2 The Facilities in the Service Centres may be expanded in the future as per the requirements and collection centre/s will be setup in other cities subject to mutual agreement.

### **1.3 Timelines**

The Service Provider must ensure the following:

- (a) Selection of premises for the Service Centres and approval of the Embassy and Consulates General for the same - within 7 days of signing of contract. Centres must be located within 3 miles of Embassy/Consulates General in a reputable area where security is not an issue, and must be easily accessible by public transport. Where more than one Service Centre is envisaged, at least one Centre must be within 3 miles from the Embassy/Consulates General.
- (b) Finalization of premises - within 7 days of signing of the contract.
- (c) Readiness of Service Centre premises including installation of hardware, furniture, signage, etc. - within 15 days of signing of the contract.
- (d) Simultaneously, personnel for Service Centres must be selected, trained, and in place within 15 days of signing of contract.
- (e) 15 days after signing of the contract, the Embassy and respective Consulates General will evaluate situation. If not satisfied with the progress made by service provider to commence the services, the Embassy will have the right to terminate the Agreement and forfeit the Bank guarantees to the Embassy/Consulates.
- (f) Personnel selected for Service Centres must be available to the Embassy and respective Consulates General for training for 5 working days in Embassy/Consulates one weeks prior to commencement of services.
- (g) Trained personnel must work concurrently with previous service provider for at least 5 working days for the taking over process - one weeks prior to commencement of services.

### **2. Operating Hours**

2.1 The Service Centres shall be open from 9 AM to 6 PM on all working days, except weekends (unless otherwise specified by the Embassy/Consulates) and holidays in US designated by Embassy/Consulates.

2.2 Extended hours for peak periods will be by request and agreement

2.2.1 Provisions will be made for emergency visa Services after office hours, within the approved service fee.

### **3. Reporting Requirements**

3.1 The Service Provider is to maintain records of the number of applications received, the number of applications handled, and the number of phone calls and e-mails received and answered. These reports are required on a weekly basis and should be provided to the Embassy/Consulates.

3.2 The Service Provider is required to report daily on the number of applications accepted by the Service Provider and the corresponding amount paid into the nominated account of the Embassy/Consulates and also the service fee collected by the service provider against each application. A Proforma will be provided to the Service Provider by the Embassy/Consulates on the information required daily when the Service Provider drops off the Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service applications forms.

3.3 The Service Provider will report monthly, or as required by the Embassy/Consulates, on the location of Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service application lodgments with the Service Provider's office and statistics on where passports were forwarded to in order to understand where the demand for Indian Visa/Overseas Citizenship of India Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service is coming from.

#### 4. Remuneration

4.1 The charges to clients shall not exceed the cost of the appropriate Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service, Consular surcharge plus the Service Provider's service fee for each application not exceeding

<b>a.</b>	<b>Basic Visa/OCI Card/PIO Card Services</b>	<b>US\$ 17.00</b> (USD seventeen only)
<b>b.</b>	<b>Basic + ten fingerprint biometrics</b>	<b>US\$ 17.50</b> (USD seventeen and cents fifty only)
<b>c.</b>	<b>Basic+ ten fingerprint biometrics + facial biometrics</b>	<b>US\$ 18.00</b> (USD Eighteen only)
<b>d.</b>	<b>Surrender/Renunciation of Indian Citizenship certificates service fee</b>	<b>US\$ 17.00</b> (USD seventeen only)

The Service Provider's Service Fee (SPSF) which includes VAT and other local taxes will remain unchanged during the contract period and will not be affected by changes in inflation rates, rate of exchange, number of visa applications and VAT/local taxes. However, if there is a change in VAT/local taxes to the tune of more than 25%, appropriate changes would be made in the Service Fee on the basis of supporting documents from authorised agencies. This will be done on the basis of a recommendation from the Embassy/Consulates in consultation and approval from the Ministry of External Affairs.

4.3 The Service Provider accepts full responsibility for the Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service Application Charges from the time it is received from an Applicant until it is deposited in the designated account of the Embassy/Consulates and bank deposit slip is received from the bank.

4.4 The Embassy/Consulates will inform in writing the Service Provider promptly in case there is a change to the Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service Application charges.

#### **5. Drop-off/Pick up times**

5.1 The visa/consular service application drop-off and pick-up times may vary depending on the operational needs of the Embassy/Consulates. However, there will be at least two drop-off/pick-up run per working day as agreed in advance by the Service Provider and the Embassy/Consulates.

#### **6. Drop off requirements**

6.1 The drop-off material must also contain a bank deposit slip clearly indicating the amount deposited into the account of the Embassy/Consulates and Applications must be reconciled against the amount deposited.

6.2 A list of the Applicants (full names), their passport numbers, the amount paid, whether the Applicant requested an individual receipt from a bulk application and date the application was lodged must accompany all Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service application drop-offs.

#### **7. Receipts to Clients**

7.1 The Service Provider must provide the Applicants with a bar-coded receipt at the time of the transaction clearly indicating separate amounts paid for the Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service Application charges, Consular Surcharge and the Service Provider's Service Fee. etc.

7.2 Subject to Sub- Clause 7.3, if more than one number of Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service applications are received together and the Applicants are traveling together, the Service Provider may issue a bulk receipt.

7.3 The Service Provider should issue Applicants traveling together individual receipts if they request it and will notify the Embassy/Consulates of the request in the drop off material.

7.4 The Service Provider must attach a duplicate of the receipt to the Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and

Renunciation of Indian Citizenship Certificates Service application to be delivered to the Embassy/Consulates.

7.5 The Service Provider must provide to the Embassy/Consulates a daily reconciliation of Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service Application charges remitted against applications received. Reports must detail applications received by Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service service subclass, the applicants name and amounts received.

**8. The Embassy/Consulates' Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service Web-page on the Service Provider's Website**

8.1 The Service Provider will maintain a website which will contain, but is not limited to the following information which has been developed in consultation with the Embassy/Consulates.

- (a) An outline of the procedures for clients to lodge and collect their passports and Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service applications;
- (b) Current Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service Fee and other lodgment charges; The details should include clearly the Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service application charges and Consular Surcharge due to the Embassy/Consulates and Service Provider's charges such as Service Fee (SF) which is fixed for the period of contract, actual based Bank Commission/ agency charges, courier/postal charges as the case may be. The Service Provider should indicate clearly the bank commission charges for different mode of payments such as Credit/debit cards, cash, cheque, demand draft, online payment etc.
- (c) A link to the Embassy/Consulates' website;
- (d) Addresses and contract details for the Service Provider;
- (e) FAQs as provided and/or cleared by the Embassy/Consulates;
- (f) A list of public holidays during which each of the Service Provider's offices will be closed for business plus the public holiday lists provided by the Embassy/Consulates;
- (g) Office opening and closing hours;
- (h) A passport/application tracking system.

**8.2 The Service Provider's website shall not include;**

- (a) Any recommendations relating to Agents or parties involved in the preparation of visa applications;
- (b) Any information that would jeopardize the privacy of its clients;
- (c) Advertising that does not relate to the agreed Services provided by the Service Provider;
- (d) Any information relating to Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service or the Embassy/Consulates without prior written approval of the Embassy/Consulates

#### **9. Indian Visa Telephone and E-mail Service**

9.1 The Service Provider is to provide within the approved service fee a telephone and e-mail answering service for the Applicants by:

- (a) Establishing at least two separate helpline numbers;
- (b) Establishing a separate e-mail address;
- (c) Answering queries promptly (immediately or, if that is not possible, within 24 hours);
- (d) Notifying the Embassy/Consulates if there are any concerns or queries which cannot be answered by The Service Provider's staff and/or the Service Provider's management.

#### **10. Application Forms**

10.1 The Service Provider will upon request by the Applicant distribute application forms to Applicant. These may include forms printed from the website, photocopied, or provided by the Embassy/Consulates.

10.2 The Embassy/Consulates will inform the Service Provider in advance of any changes in the application forms.

#### **11. Training and Human Resources**

11.1 The Service Provider will train staff working directly on Indian Visa/Overseas Citizenship of India Card/Person of Indian Origin Card/Surrender and Renunciation of Indian Citizenship Certificates Service processing and lodgment, including client service training, training in the operations of systems and functions that are specific to the Service Provider.

11.2 The Embassy/Consulates will provide training to the Service Provider's employees prior to the opening of the counter facilities. This training will include training on visa/passport/consular service classes that the Service Provider will be receiving applications for, their role in the process, correct forms and fees, supporting

documentation required, privacy requirements and how to assist clients and answer their queries.

11.3 Refresher training or training of new staff may be provided by the Embassy/Consulates as required and as convenient to both parties.

11.4 The Service Provider will promptly notify the Embassy/Consulates in case there is any fraud or if there are any allegations of fraud in relation to the Service Provider's staff.

## **12. Quality Assurance**

12.1 The Service Provider's staff will conduct quality assurance checks. The Embassy/Consulates will also conduct quality assurance and audit checks of the Service Provider's office and processes.

## **Outsourcing**

12.2 The Service Provider may outsource some of the Services it provides to the Embassy/Consulates. For example, the Service Provider may use a reputable courier, security guards, caterers, etc. However the Service Provider will not outsource any of its Services to the Embassy/Consulates without prior consent of the Embassy/Consulates.

## **13. Advertising**

The Service Provider must not provide any advertising or promotional material to clients that is not related to the Services under this Agreement without the consent of the Embassy/Consulates and approval of the Ministry of External Affairs..

\*\*\*\*\*



